

**KOR-US Community Broadcasting, Inc. d/b/a KCB
93.5 FM Stereo and National Association of
Broadcast Employees & Technicians, Local 53,
AFL-CIO. Case 31-CA-19941**

July 13, 1994

DECISION AND ORDER

BY CHAIRMAN GOULD AND MEMBERS STEPHENS
AND DEVANEY

On October 14, 1993, Administrative Law Judge Gerald A. Wacknov issued the attached decision. The General Counsel filed a limited exception and a supporting brief. The Respondent did not file exceptions to the judge's substantive findings.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The National Labor Relations Board has considered the limited exception in light of the record and brief and has decided to affirm the judge's rulings, findings, conclusions and to adopt his recommended Order as modified.¹

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge as modified below and orders that the Respondent, KOR-US Community Broadcasting, Inc. d/b/a KCB 93.5 FM Stereo, Los Angeles, California, its officers, agents, successors, and assigns, shall take the action set forth in the Order as modified.

1. Insert the following as paragraph 2(b) and reletter the subsequent paragraphs.

“(b) Remove from its files any reference to the unlawful discharge and notify the employee in writing that this has been done and that the discharge will not be used against him in any way.”

2. Substitute the following as paragraph 2(d).

“(d) Post at its Los Angeles, California facility, in both English and Korean, copies of the attached notice marked “Appendix.”⁵ Copies of said notice, on forms provided by the Regional Director for Region 31, after being duly signed by Respondent's representatives, shall be posted by it immediately upon receipt thereof, and be maintained by Respondent for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material.”

¹We agree with the General Counsel that the Respondent should be ordered to post copies of the notice in both English and Korean and we shall modify the judge's recommended Order accordingly.

3. Substitute the attached notice for that of the administrative law judge.

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

To organize

To form, join, or assist any union

To bargain collectively through representatives of their own choice

To act together for other mutual aid or protection

To choose not to engage in any of these protected concerted activities.

WE WILL NOT discharge employees because of their interest in or activity on behalf of the National Association of Broadcast Employees & Technicians, AFL-CIO or any other labor organization.

WE WILL NOT coercively interrogate employees regarding their union activity.

WE WILL NOT promise to favorably resolve employees' work-related concerns in order to cause them to withdraw their support for the Union.

WE WILL NOT threaten employees with transfers to less desirable shifts or work assignments because of their activity on behalf of the Union.

WE WILL NOT threaten employees with loss of their jobs, or tell them that we will go out of business and reopen the business with new employees if they select the Union as their collective-bargaining representative.

WE WILL NOT solicit employees' signatures on antiunion petitions.

WE WILL NOT threaten to impose longer hours of work or a new timecard system or any other new term or condition of employment in order to cause employees to vote against the Union.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of the rights guaranteed them by Section 7 of the Act.

WE WILL offer employee Than Kim immediate and full reinstatement to his former job without prejudice to his seniority or any other rights and privileges previously enjoyed, and make him whole for any loss of earnings and other benefits suffered as a result of the discrimination against him.

WE WILL notify him that we have removed from our files any reference to his discharge and that the discharge will not be used against him in any way.

KOR-US COMMUNITY BROADCASTING,
INC. D/B/A KCB 93.5 FM STEREO

Gary F. Ellison, Esq., for the General Counsel.
Russell S. Brown III (Russ Brown Associates), of Anaheim Hills, California, for the Respondent.
John A. Siqueiros, Esq. (Wohlner, Kaplon, Phillips, Vogel & Young), of Encino, California, for the Charging Party.

DECISION

STATEMENT OF THE CASE

GERALD A. WACKNOV, Administrative Law Judge. Pursuant to notice, a hearing in this matter was held before me in Los Angeles, California, on August 31, 1993. The charge was filed on May 18, 1993, by the National Association of Broadcast Employees and Technicians, AFL-CIO (the Union). Thereafter, on June 25, 1993, the Regional Director for Region 31 of the National Labor Relations Board (the Board) issued a complaint and notice of hearing alleging a violation by KOR-US Community Broadcasting, Inc. d/b/a KCB 93.5 FM Stereo (the Respondent) of Section 8(a)(1) and (3) of the National Labor Relations Act (the Act). The complaint was amended at the hearing. The Respondent's answer to the complaint, duly filed, denies that it has committed the unfair labor practices as alleged.

The parties were afforded a full opportunity to be heard, to call, examine and cross-examine witnesses, and to introduce relevant evidence. Since the close of the hearing, a brief has been received from counsel for the General Counsel. On the entire record, and based on my observation of the witnesses and consideration of the brief submitted, I make the following

FINDINGS OF FACT

I. JURISDICTION

The Respondent is a California corporation with an office and place of business located in Los Angeles, California, where it is engaged in the operation of a radio broadcasting station. In the course and conduct of its business operations the Respondent annually sells services valued in excess of \$5000 directly to customers located outside the State of California, annually derives gross revenues in excess of \$100,000, subscribes to national wire services, and advertises national brand products. It is admitted, and I find, that the Respondent is now, and at all times material has been, an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

It is admitted, and I find, that the Union is, and at all times material has been, a labor organization within the meaning of Section 2(5) of the Act.

II. THE ALLEGED UNFAIR LABOR PRACTICES

A. *The Issues*

The principal issues in this proceeding are whether the Respondent violated Section 8(a)(1) of the Act by various verbal threats and promises designed to cause the employees to vote against the Union in a representation election, and whether the Respondent violated Section 8(a)(1) and (3) of the Act by discharging one employee because of his activities on behalf of the Union.

B. *The Facts*

Paula Olson is local vice president of the Union. On February 23, 1993,¹ Olson wrote to the Respondent stating that many of its employees had indicated an interest in union representation and that many had, in fact, authorized the Union to represent them. The letter advised the Respondent of the employees' right to engage in organizational activity, and of the obligation of the Respondent to refrain from interfering with, restraining, or coercing employees who are engaged in such union activities. The letter goes on to state:

Your valued employees named below have expressed their desire to be represented by NABET, and have formed a committee to meet with their co-workers and attempt to improve their wages, hours and working conditions:

Anthony Kwon Lee	Yong Joon Cha
Soo Bok Lee	Than Kim
Chong Mun Kim	

On March 5, the Union filed a representation petition in Case 31-RC-7055, and on March 22, the parties entered into a Stipulated Election Agreement which defines the unit, consisting of about 24 employees, as all full-time and regular part-time announcers, news readers, voice makers, disc jockeys, reporters, and master control technicians, excluding all office clerical employees, professional employees, confidential employees, guards and supervisors as defined in the Act.

The election was held on April 23. Thereafter, on August 23, after a hearing on challenged ballots, the Union was certified as the collective-bargaining representative of the employees in the above-described unit.

It was stipulated that two principals of the Respondent, namely James Ahn and Ki Park are supervisors and agents of the Respondent. The record is unclear as to their official capacities. While the employees, who testified in Korean, frequently referred to these individuals as President Ahn and President Park, the record is unclear regarding their positions within the Respondent's hierarchy. It appears that Ahn was officially chairman of the board of directors of the Respondent, and was not regularly present at the Respondent's station on a daily basis; and that Park was the corporate president who was responsible for the day-to-day operations of the Respondent.

¹ All dates or time periods herein are within 1993 unless otherwise specified.

The Respondent's answer to the complaint denies the supervisory status of Operations Manager Ik Sung Chun and Advertising Director Yong Ho Kim. The testimony of the General Counsel's employee witnesses establishes that these two individuals had the authority to direct employees in their work and were referred to by their official titles; further, their names and titles were posted at the Respondent's premises as being officials, managers, or supervisors of the Respondent. I find that they are supervisors within the meaning of Section 2(11) of the Act, as alleged.

Employee Tan Kim was employed by the Respondent from May 21, 1991, until April 21, 1993, as both an announcer and reporter. Kim was an active union adherent, and a member of the above-noted employee committee. He testified that Ahn, who did not maintain an office at the station and who customarily came to the station only about once a week until the union activity began, was chairman of the board of directors. Kim did not believe that Ahn had the authority to give employees direct instructions, and after being present during occasions when Ahn and Park would argue about their respective authority, Kim came to believe that he and the other employees did not have to take direct instructions from Ahn. Rather, he believed that such instructions could only come from the employees' direct managers or supervisors.

Two days prior to the scheduled April 23 election, Ahn instructed Kim to call the employees on the Union's employee committee and have them attend a meeting later that afternoon to be conducted by the Respondent's labor consultant. Kim apparently at first refused to do so, and argued with Ahn about Ahn's authority to instruct him to do anything. During the conversation, according to Kim, Ahn said that the Respondent would not accept a union if the shareholders of the Company did not agree to accept it. Kim replied that permission from the shareholders was not necessary for the employees to form a union. He went on to tell Ahn that the shareholders never kept their promises to the employees, that salary decisions and other decisions affecting the employees were not implemented as promised, and that the shareholders could not be trusted or believed.

Kim did however follow Ahn's instruction, and, in the presence of Ahn, attempted to contact the committee members. One of the employees asked Kim what the consultant would be discussing. Kim, in turn, asked Ahn, who became angry and told Kim that he was giving the orders and that the employees should just be there as instructed. Kim asked why Ahn was so angry, and told Ahn that the Respondent was obligated to cooperate with the Union, as it represented the employees. He again questioned Ahn's authority, and said that he did not have the authority to order the employees around, but had to get permission from a manager or supervisor to do so. It appears that President Park was present during all or part of this conversation and that Ahn asked Park to instruct Kim to meet with the consultant. Park apparently did so. Ahn said that Kim was being insubordinate, and warned that Kim would be "hurt in some way." Then he turned and walked away.

On cross-examination, Kim denied that during this conversation with Ahn he became angry, shook his fist at Ahn, picked up chairs, and threatened Ahn with physical harm. He further denied that at some point someone threatened to call security, and that he was escorted from the station. Accord-

ing to Kim, security was not called, he was not told to go home and calm down, and he did not refuse to come back to the station the next day to discuss the disciplinary matter. He voted by challenged ballot in the April 23 election.

Kim testified that he refused to attend the meeting with the consultant, and continued performing his work at his desk. A few minutes later, he heard various station managers being paged to a meeting. Shortly thereafter, approximately 10 to 15 minutes prior to Kim's scheduled broadcast, Operations Manager Ik Sung Chun summoned him to the reporter's meeting room and notified Kim that he was fired. Kim asked why, and Chun said it was because Kim was talking back, and because he was a member of the union committee. After discussing the matter for about 20 minutes, Kim said he wanted to go and speak with "President Ahn" about the matter. Chun refused to let him go, held him around the waist, and locked the door.

After some time, Kim said that he had to go to the restroom, and was permitted to leave. Then he went to see Park. He asked Park why he had been fired, and Park said that if he "would get out of that Union, then I wouldn't be fired." Kim refused. Park said that he would "take care of" the firing if Kim would attempt to gather the five committee members at 12 p.m. the next afternoon for a meeting. Kim asked whether Park would still "take care of" his discharge even if the committee members refused to meet. Park, according to Kim, said, "Yes, positively."

The employees refused to meet, and no meeting was held. Kim called Park the next morning, April 22. He spoke with Park's secretary and told her to advise Park that the employees had refused to attend any meeting. Kim arrived at work at 1:30 p.m. that day, and as he was preparing for his 2 p.m. news broadcast, Operations Manager Chun approached him and again told him that he had been fired. Kim told Chun about the assurances of President Park that Park would "take care of" the discharge. Chun merely replied that it had been decided that Kim could be fired for "talking back to the manager or director."

Kim then went to speak with President Park. According to Kim, Park again said that Kim would not be discharged if he would give up his right to vote as a union member, withdraw from the union committee, and persuade his other friends to do the same.

According to Kim, in early March Operations Manager Chun laughed at the employees for joining the Union, and said that they would get fired within 40 or 50 days. He made similar statements from time to time in the presence of Kim and other employees.

Kim further testified that in early March, Advertising Director Yong Ho Kim told him that the Company would collapse if the Union came in and that Kim should not get involved with the Union or try to bring it in. Advertising Director Kim offered to act as a middle-man and try to solve the problems between the employees and the Company. On about April 21, Advertising Director Kim brought a statement for employee Kim to sign saying that since the Company was economically in danger, a union could cause it to collapse. He wanted Kim to sign the statement. Kim refused.

Employee Chong Kim has worked for the Respondent for over a year. He is a member of the Union's employee committee, and is currently employed by the Respondent as a reporter and disk jockey. According to Chong Kim, in about

the first part of March, and about five times thereafter, Operations Manager Chun would smile, pat his shoulder, and tell him that if the vote did not succeed, "you guys" would be fired. Chong Kim further testified that in early April, Advertising Director Kim told him that if the employees joined the Union the Company would fall apart. Two days before the election, Advertising Director Kim asked employee Chong Kim to sign a statement to the effect that he was not going to join the Union. Employee Chong Kim did sign the paper.

Employee Chong Kim further testified that President Ahn told him and other employees who were working nearby at their desks at the time, that the employees could go ahead and bring in the Union if they wanted to, but that he would implement a new 8-hour system and a timecard system if the Union won the election.

Employee Soo Lee has been employed by the Respondent for 1-1/2 years. He is a disk jockey, and was also one of the Union's employee committee members. Lee testified that on about April 10, he had a phone conversation with President Ahn. Ahn said that if the Union was successful in the election he was going to close down the Company and would then hire other good employees and open up a new business.

On the day of the election Soo Lee was present when Ahn spoke to several employees. Ahn admonished employee Cha, a reporter, apparently regarding some work-related matter, and said, "You like the law, therefore, I'm going to follow the law too." Explaining, he said he would make changes, which would be legal, such as instituting a timecard system and requiring employees to remain at the station for the remainder of the day even after they have completed their work. According to Lee, Ahn's statements were "threatening" in nature, and were designed to cause the employees to vote against the Union in the election that day.

Soo Lee testified that in early April he had a conversation with Operations Manager Chun and General Affairs Manager Kim Sung Soo. General Affairs Manager Soo told Lee that if the Union did not win the election he would get terminated. He said that the Respondent's board members believed that Lee was a good employee, and asked him why he had to vote for the Union. He said, "So why don't you just get out of the Union." Operations Manager Chun then said that he would persuade Lee not to join the Union. Chun went on to say that if Lee joined the Union then it would be legal for him to transfer Lee to one of two different departments in which Lee was not qualified to work, or he would reduce Lee's hours of broadcasting.

During a separate conversation Operations Manager Chun asked Lee not to join the Union, and promised to take care of him and be responsible for his continued employment as a disk jockey; however, according to Chun, if Lee joined the Union, and regardless of whether the Union prevailed in the election, Chun would place Lee in the operations department or the general affairs department, or would have his broadcasting hours reduced, or would assign him to an undesirable shift. Chun said it would be legal for him to do any of these things.

Employee Yong Joon Cha is a reporter and a member of the Union's employee committee. He has worked for the Respondent for over 2 years. Cha testified that during a conversation occurring in about the first part of March, Ahn asked him to give up the Union, and said that if the Union comes in it would bankrupt the Company, and that the Com-

pany would then close down and reopen after hiring new employees.

According to Cha, 3 days before the election Advertising Director Yong Ho Kim told employees Cha and Than Kim to sign a paper to give up the Union. Advertising Director Kim apparently refused to show them the paper, and said that he would only show it to them if they agreed to sign it. Employee Cha refused to sign.

Cha testified that he had a conversation with President Park about employee Than Kim's discharge. On the day before the election, Park said that if Cha would agree to give up the Union, Park would "take care of" Kim's termination. Cha refused.

Two days following the election Cha and employee Anthony Lee spoke with Park in his office. They told Park that they believed that Than Kim's discharge was improper, and requested that he be reinstated. Park stated that this was not his decision to make, and that it would be "almost impossible" to bring Than Kim back to work.

C. Analysis and Conclusions

The Respondent, while appearing at the hearing through a representative, presented no witnesses or evidence in this proceeding. It appears from the questions asked employee Than Kim on cross-examination, that the Respondent was taking the position that Than Kim was discharged because of a vehement outburst, during which he became verbally and physically abusive toward James Ahn, one of the Respondent's officials, just 2 days prior to the election. However, Than Kim denied that he exhibited such behavior or engaged in any other conduct that may have warranted his discharge. There is no evidence in this record to the contrary.

It is clear from the testimony of Than Kim that he was an outspoken advocate of the Union, and that he was not enamored of Ahn. While he did, at first, refuse to follow Ahn's instructions, he nevertheless did make the phone calls to the various committee members, as instructed by Ahn, for the purpose of scheduling a meeting between the employee committee and the Respondent's labor consultant. Apparently, neither Than Kim nor any of the other committee members agreed to attend such a meeting, and the record does not show that any employees were reprimanded or disciplined for refusing to attend such a meeting.

Operations Manager Chun told Than Kim that he had been discharged both because he talked back to Ahn and because he was a member of the employee committee. The testimony of Than Kim shows that during his April 21 conversation with Ahn there was considerable discussion regarding the Union. Thus, Than Kim disagreed with Ahn's statement that the board of directors must first approve the Union, and told Ahn that the employees could select a union with or without the expressed consent of management. He further told Ahn that management could not be trusted or believed and did not fulfill its promises to the employees, and that the Respondent was obligated to cooperate with the Union. Shortly thereafter Than Kim was discharged.

After Kim was advised by Operations Manager Chun that he had been discharged, Kim approached Park about the matter. Park told Than Kim in effect that he would rescind the discharge if Kim would withdraw from the Union and attempt to arrange a meeting between the members of the Union's employee committee and the Respondent. Thus, it

appears that Park, who was apparently the Respondent's highest ranking manager at the station, was of the opinion that Kim's discharge should have been rescinded provided Kim cooperated by withdrawing from the Union.

Than Kim's alleged insubordination on April 21 was intertwined with a very pointed discussion about the Union, and the General Counsel has clearly established a *prima facie* showing that Kim's discharge was a direct result of his activities and outspokenness on behalf of the Union. The Respondent, having failed to present any evidence in this proceeding, has not met its burden of proof, as set forth in *Wright Line*,² which requires persuasive evidence to the effect that Kim would have been discharged in any event because of his alleged insubordinate behavior toward Ahn. See *Professional Eye Care*, 289 NLRB 1376 (1988). Accordingly, the state of this record compels the conclusion that Than Kim was discharged in violation of Section 8(a)(3) and (1) of the Act as alleged. I so find.

I further find from the credible and un rebutted testimony of the General Counsel's witnesses that the various managers and officers of the Respondent made the statements attributed to them by the employees. While the translation of their testimony was sometimes rather stilted, nevertheless it clearly conveyed the substance of the various conversations they engaged in with the Respondent's managers and officers. Thus, I find that representatives of management made the following statements or engaged in the following conduct in March and April during the preelection period: telling employees that employee Than Kim would not be discharged, or that his discharge would be rescinded, if he would discontinue his union activity and persuade other employees to do the same; telling employees that they would be discharged if the Union was voted in; causing and attempting to cause employees to sign a petition or document to the effect that they no longer favored the Union because bringing in the Union would force the Company to go out of business; promising to resolve employees' work-related problems if they did not bring in the Union; threatening to close down the business and then reopen the business with new employees in order to get rid of the Union; threatening to change working conditions to the employees' disadvantage if they selected the Union as their representative by instituting a timecard system and a longer working day; interrogating employees regarding their union activity; and threatening to reduce employees' hours of work and to assign employees to less desirable jobs.³

Clearly, the foregoing statements and conduct is coercive in nature, and constitutes serious and pervasive violations of

Section 8(a)(1) of the Act. *Mack's Supermarkets*, 288 NLRB 1082 (1988); *Jakel Motors*, 288 NLRB 730 (1988); *Professional Eye Care*, supra; *Montgomery Ward*, 290 NLRB 981 (1988); *Cooke's Crating*, 289 NLRB 1100 (1988); *Madison Industries*, 290 NLRB 1226 (1988); *Gupta Permold Corp.*, 289 NLRB 1234 (1988).

CONCLUSIONS OF LAW

1. The Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Union is a labor organization within the meaning of Section 2(5) of the Act.

3. The Respondent has violated Section 8(a)(3) and (1) of the Act by discharging employee Than Kim on about April 21, 1993.

4. The Respondent has violated Section 8(a)(1) of the Act by the various threats, promises, instances of interrogation, and other coercive conduct found here.

5. The unfair labor practices set forth in paragraph 3 and 4 above constitute unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

THE REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I shall recommend that it be required to cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act. Having found that the Respondent unlawfully discharged employee Than Kim, it shall be required to offer Than Kim immediate and full reinstatement to his former position of employment without prejudice to his seniority or other rights or privileges, and to make him whole for any loss of earnings he may have suffered by virtue of the unlawful discrimination against him, less any net interim earnings. The backpay shall be computed in the manner prescribed in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), plus interest as computed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended⁴

ORDER

The Respondent, KOR-US Community Broadcasting, Inc., d/b/a KCB 93.5 FM Stereo, Los Angeles, California, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Unlawfully discharging employees in violation of Section 8(a)(3) and (1) of the Act.

(b) Coercing employees in violation of Section 8(a)(1) of the Act by threats of discharge or other reprisal, promises of benefits, coercive interrogation, attempts to cause employees to repudiate the Union, or by any other means.

(c) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of their rights guaranteed to them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

² *Wright Line*, 251 NLRB 1083 (1980), enf'd. 662 F.2d 899 (1st Cir. 1981), cert. denied 455 U.S. 989 (1982); approved in *NLRB v. Transportation Management Corp.*, 462 U.S. 403 (1983). See also *Pincus Elevator Co.*, 308 NLRB 684 (1992).

³ The General Counsel has moved for the admission into evidence of the affidavit of a former employee, Anthony Lee, who is apparently permanently out of the country and was therefore unable to appear as a witness in this proceeding. The General Counsel would use this affidavit for purposes of corroboration of the testimony of other witnesses, and for the additional purpose of establishing further violations of Sec. 8(a)(1) of the Act which were alleged in the complaint. The motion is denied. Corroboration of the testimony of other employees is unnecessary under the circumstances; further, the Respondent's unfair labor practices found herein are pervasive, and additional, but similar and related, instances of 8(a)(1) conduct would appear to be merely cumulative, and therefore unnecessary.

⁴ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(a) Offer employee Than Kim full and immediate reinstatement to his former position of employment, without prejudice to his seniority or other rights and privileges previously enjoyed, and make him whole in the manner set forth in the remedy section of this decision for any loss of earnings he may have suffered as a result of the discrimination against him.

(b) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(c) Post at its Los Angeles, California facility copies of the attached notice marked "Appendix."⁵ Copies of the notice,

⁵ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the

on forms provided by the Regional Director for Region 31, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(e) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."